

EXHIBIT A

3090 P0248

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

1-D-399860

THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (the "Amendment"), made as of the 15th day of February, 1995, by and between CIRCUIT NII CORP., a Delaware corporation ("Borrower") and PRINCIPAL MUTUAL LIFE INSURANCE COMPANY, an Iowa corporation ("Lender").

WITNESSETH:

WHEREAS, Circuit Investors #5 - Salem Limited Partnership executed and delivered that certain Mortgage and Security Agreement dated June 30, 1993 (the "Mortgage") which was recorded among the Official Records of Rockingham County, New Hampshire on July 9, 1993, in Mortgage Book 2993, page 2991 as Instrument Number 0033594, encumbering the property more particularly described in Exhibit B attached hereto and incorporated herein;

WHEREAS, Borrower has this date purchased the Property from Circuit Investors #5 - Salem Limited Partnership and assumed the obligations of Circuit Investors #5 - Salem Limited Partnership under the Mortgage; and

WHEREAS, the parties hereto desire to amend the Mortgage, as hereinafter more particularly set forth.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements of the parties and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. This Mortgage is hereby amended by replacing the final paragraph of paragraph 1(i) of the Mortgage with the following new paragraph:

Notwithstanding anything hereinabove to the contrary, Mortgagor does hereby consent to a one-time sale, transfer, or conveyance of the Premises and subsequent assumption of the Obligations of Circuit NII Corp. under this Mortgage and the Note secured hereby by a single asset entity in which The Trust Under Article 6 of the Sigmund Sommer shall maintain at least ninety-nine percent (99%) ownership interest, subject to Mortgagor's approval of the proposed purchaser, which approval shall be conditioned upon, but not limited to, provision by the Mortgagor, at least thirty (30) days prior to the transfer, of all relevant information and documentation relating to the proposed transfer for Mortgagor's review. Mortgagor shall pay to Mortgagor a \$1,500.00 fee for the handling of this transaction.

0003-10-1

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ROCKINGHAM COUNTY
REGISTER OF DEEDS

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2. The Mortgage is amended by deleting Exhibit A thereto. In connection therewith, all references to "Affiliate," "Affiliate Indebtedness," "Affiliate Loan," and "Secondary Indebtedness and Obligations" are hereby deleted, as is the paragraph immediately preceding the "NOW, THEREFORE" paragraph on page 2. There is no collateral for this loan other than that set forth in Exhibit B hereto.
3. It is acknowledged and agreed that Borrower will have no Obligations or liabilities with respect to the "Affiliate Indebtedness," "Affiliate Loan," and "Secondary Indebtedness and Obligations," and the lien of such Affiliate Indebtedness or Affiliate Loan is hereby released and discharged.
4. Except as modified hereby, the Mortgage shall continue unmodified and in full force and effect.
5. This Amendment may be executed in any number of counterparts which together shall constitute the agreement of the parties.
6. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Mortgage.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year herein first written

CIRCUIT NH CORP., a Delaware corporation

By John J. Sommet

John J. Sommet, President

By Ronald Dietrich

Ronald Dietrich, Treasurer

PRINCIPAL MUTUAL LIFE INSURANCE COMPANY

By _____

By _____

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4. Except as modified hereby, the Mortgage shall continue unmodified and in full force and effect.
5. This Amendment may be executed in any number of counterparts which together shall constitute the agreement of the parties.
6. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Mortgage.

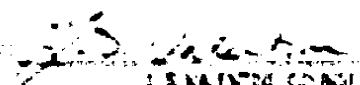
IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year herein first written.


CIRCUIT NH CORP., a Delaware corporation

By _____

By _____

PRINCIPAL MUTUAL LIFE INSURANCE COMPANY

By  _____
J. S. MARTIN, Counsel

By  _____

Nora M. Evans
Counsel

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3090 P0251

STATE OF IOWA

COUNTY OF POLK

On this 24 day of February, 1995, before me, a Notary Public in and for said County, personally appeared Les S. S. S. S. and Les S. S. S. S. to me personally known to be the identical persons whose names are subscribed to the instrument, who being each by me duly sworn did say that they are the President and Secretary respectively, of Principal Mutual Life Insurance Company, an Iowa corporation, and that the seal affixed to the said instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and the aforesaid officers each acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by each of them voluntarily executed.

Kathleen E. Kolka
Notary Public
My Commission Expires

See current amendment doc.



3030 P0252

New
STATE OF York)
) ss
COUNTY OF New)
 York

BEFORE ME, a Notary Public in and for said County
and State, personally appeared Donald Mackay, by me known
to be the Authorized Officer of Circuit NM Corp., a Delaware
corporation, who acknowledged the execution of the foregoing
instrument on behalf of said corporation and the same is his
free act and deed and the free act and deed of said
corporation.

WITNESSETH my hand and seal this 1st day of January
1995.

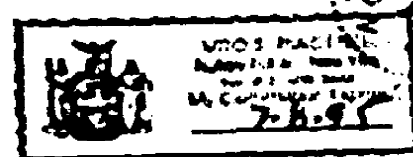
W. S. P. R.
Notary Public

My commission expires:

July 6, 1995

My County of Residence:

New York City



	
	
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3090 P0253

1-2 101000

RECORDS, INC.

Lot 192, Map 141

A certain tract of land situated in the Town of Epsom, County of Rockingham, State of New Hampshire, and being more particularly described as follows:

Beginning at an iron pipe at the Southeast corner of the premises on the westerly side of South Broadway at the Northeast corner of land of Juniper Realty, Inc.; thence

S 47° 32' 48" W a distance of 218.88 feet by said land of Juniper Realty, Inc. to a railroad spike; thence

S 41° 47' 18" W a distance of 31.43 feet by said land of Juniper Realty, Inc. and land of the Boston and Maine Corporation to an iron pipe at land of said Boston and Maine Corporation; thence

N 79° 12' 14" W a distance of 724.77 feet by said Boston and Maine Corporation to an iron pipe; thence

N 61° 33' 14" W a distance of 16.87 feet by said Boston and Maine Corporation to an iron pipe; thence

N 79° 32' 24" E a distance of 178.18 feet by said land of Boston and Maine Corporation and land of VSM Realty to a railroad spike at land of Evangelina Papastathis; thence

S 39° 33' 41" E a distance of 338.08 feet by said land of Papastathis and land of Edwin & Catherine Cummings to an iron pipe; thence

N 44° 14' 31" E a distance of 134.28 feet by said land of Cummings to a railroad spike at the aforesaid South Broadway; thence

S 29° 37' 43" E a distance of 152.33 feet by said South Broadway to a point; thence

S 40° 33' 01" W a distance of 8.11 feet by said South Broadway to a point; thence

S 39° 37' 43" E a distance of 114.35 feet by said South Broadway to the point of beginning.

DISCLAIMER:

At the time of recording, this instrument was found to be inadequate for the best electronic reproduction possible of all details, including all rights, interests, additions and changes were present when the instrument was recorded.

02/04/09

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